

10/12/12 1:50:04
CK T BK 3,519 PG 222
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Bank of America



Real Estate Subordination Agreement

Bank of America, N.A.

This Real Estate Subordination Agreement ("Agreement") is executed as of 08/01/2012, by Bank of America, N.A. ("Subordinator"), having an address of:
4161 Piedmont Parkway
Greensboro, NC 27410

in favor of EVOLVE BANK AND TRUST ("Junior Lien Holder"), having an address for notice purposes of: *301 Shopping Way Blvd, West Memphis, AR 72301*

Whereas, Subordinator is the owner and holder of, or creditor under, the indebtedness described in and secured by a security instrument (deed of trust, deed to secure debt or mortgage) dated 09/28/2005, executed by WILLIAM L WATKINS AND SUSAN C WATKINS HUSBAND AND WIFE, with a property address of:
8243 E FARMINGTON DR, SOUTHAVEN, MS 38671

which was recorded on 10/13/2005, in Volume/Book 2328, Page 732, and Document Number N/A, and if applicable, modified on , in Volume/Book N/A, Page N/A, Document Number N/A, of the land records of DESOTO county, MS, as same may have been or is to be modified prior hereto or contemporaneously herewith (the "Senior Lien"), encumbering the land described therein (said land and such improvements, appurtenances and other rights and interests regarding said land, if any, as are described in the Senior Lien being called herein collectively, the "Property"); and

Whereas, Junior Lien Holder has been requested to make a loan, line of credit or other financial accommodation to WILLIAM L WATKINS AND SUSAN C WATKINS HUSBAND AND WIFE (jointly and severally, "Borrower"), to be secured by, without limitation, either a deed of trust, deed to secure debt or mortgage (the "Junior Lien"), covering, without limitation, the Property and securing the indebtedness described therein including the payment of a promissory note, line of credit agreement or other borrowing agreement made by Borrower and/or others payable to the order of EVOLVE BANK AND TRUST in the maximum principal face amount of \$82,700.00 (the "Principal Amount"), including provisions for acceleration and payment of collection costs (the "Obligation"); the Junior Lien and the Obligation to contain such other terms and provisions as Bank of America and Borrower shall determine; and

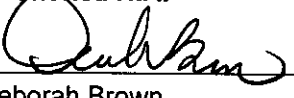
(for use in AK, IN, ME, MS, MT, ND, OH, PA, RI, SD, UT, WV AND WY)
95-12-3421NSBW 03-2012

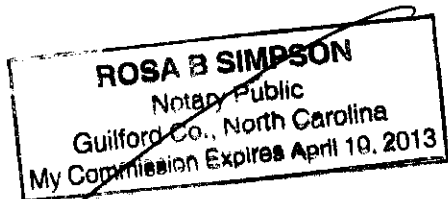
*Premium
Settle
Ops (PL)*

Now Therefore, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, and with the understanding by Bank of America that Junior Lien Holder will rely hereon in making the Obligation, Bank of America agrees and covenants that the Senior Lien and the rights of Bank of America thereunder and all other rights of Bank of America now or hereafter existing in or with respect to the Property are hereby subordinated, and are and shall remain completely and unconditionally subordinate to the Junior Lien and the rights of Junior Lien Holder thereunder regardless of the frequency or manner of renewal, extension, consolidation or modification of the Junior Lien and/or the Obligation.

This Subordination Agreement is limited to an amount of \$82,700.00, which is the original amount of the Junior Lien Holder's principal balance; plus interest and any additional amounts advanced pursuant to the provision of said security instrument for payment of insurance premiums, taxes, cost of collection or protection of the value of the Property or Junior Lien Holder's rights in the Property. This Agreement shall insure to the benefit of Junior Lien Holder and be binding upon Bank of America, its successors and assigns and shall be binding upon any purchaser or purchaser (at foreclosure or otherwise) of the Property, or any part thereof, and their respective heirs, personal representatives, successors and assigns.

Bank of America N.A.

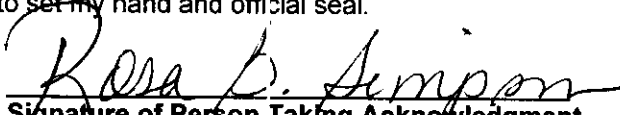
By:  08/01/2012
 Its: Assistant Vice President Date

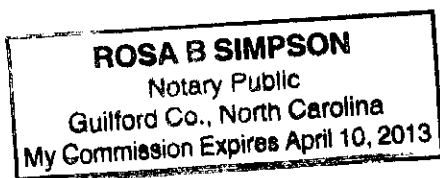


Individual Acknowledgment:

State/Commonwealth/District of North Carolina
 County of Guilford/Greensboro

On this the First day of August, 2012, before me, Rosa B. Simpson the undersigned Notary Public, personally appeared Deborah Brown, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that (s)he executed the same for the purposes therein contained. In witness whereof I hereunto set my hand and official seal.


 Signature of Person Taking Acknowledgment
 Commission Expiration Date: 04/10/2013



Bank of America N.A.

By: Jean English
Its: Assistant Vice President

08/01/2012
Date



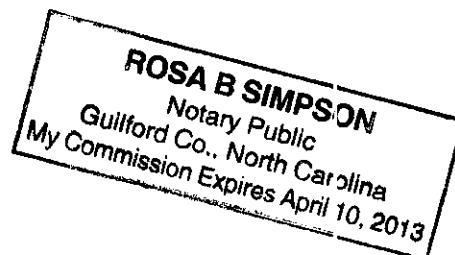
Corporate Acknowledgment:

State/Commonwealth/District of North Carolina
County/City of Guilford/Greensboro

Personally appeared before me, on this the First day of August, 2012, before me, Jean English, who acknowledged him/herself to be the Assistant Vice President of Bank of America, N.A and that (s)he, as such Assistant Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as Assistant Vice President, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed in the above and foregoing instrument and acknowledged that he/she/they executed the same in his/her/their representative capacity(ies), and that by his/her/their signature(s) on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which he/she/they acted, executed the above and foregoing instrument, after having been duly authorized to do so

Rosa B. Simpson
Signature of Person Taking Acknowledgment
Commission Expiration Date: 04/10/2013

Prepared By:
Bank of America Subordination Unit
4161 Piedmont Parkway
Greensboro, NC 27410
800-432-1000



After recording return to:

Premium Title Group, LLC
293 Walnut Bend Rd S
#103
Cordova, TN 38018

90-752-1587

(for use in AK, IN, ME, MS, MT, ND, OH, PA, RI, SD, UT, WV AND WY)
95-12-3421NSBW 03-2012

All that certain lot or parcel of land situate in the **County of DeSoto**, State of Mississippi, and being more particularly described as follows:

Lot 749, Section F, Carriage Hills Subdivision, in Section 24, Township 1 South, Range 8 West, Desoto County, Mississippi, as per plat thereof recorded in Plat Book 6, Page 3, in the office of the Chancery Clerk of Desoto County, Mississippi.

PIN: 1-08-6-24-06-0-00749.00

36 MONTH CHAIN OF TITLE:

The subject property has been vested in the name(s) of William L. Watkins and wife, Susan C. Watkins, since 09/25/2003, as evidenced by Warranty Deed from Jimmie T. Wilbanks and wife, Juanita D. Wilbanks, dated 09/25/2003, recorded 09/30/2003, in Deed Book 0454, Page 0430.